

FILED IN DISTRICT COURT
OKLAHOMA COUNTY

IN THE DISTRICT COURT FOR OKLAHOMA COUNTY
STATE OF OKLAHOMA

MAY 13 2014

TIM RHODES
COURT CLERK

43

HEATHER YOST

Plaintiff,

Vs.

SHELTER MUTUAL
INSURANCE COMPANY

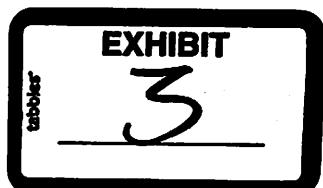
Defendant,

Case No. CJ2014-2774

PETITION

COMES NOW Plaintiff, Heather Yost, and for her cause of action against Defendant
Shelter Mutual Insurance Company, states as follows:

1. The Plaintiff, Heather Yost, resides and is the owner of a home located at 1001 N.
Walnut Court, Guthrie, Oklahoma.
2. At all times material hereto the Plaintiff, Heather Yost, was insured under the
terms and conditions of Shelter's Dwelling Insurance Policy, policy number 35-
73-7427932-1, issued by the Shelter Mutual Insurance Company.
3. On or about April 11, 2013, an incident occurred which created a loss to the
Plaintiff's home and certain personal effects.
4. At all times material hereto the Plaintiff, Heather Yost and her husband, complied
with the terms and conditions of her Shelter Dwelling Insurance Policy.

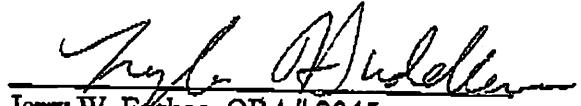


5. The Defendant, Shelter Mutual Insurance Company, was unreasonable in its investigation and evaluation of Plaintiff's claims resulting in a partial denial of benefits on or about April 12, 2013.
6. The Defendant, Shelter Mutual Insurance Company, did not and does not have a good faith basis for withholding payment on the submitted claim.
7. The acts and omissions of the Defendant, Shelter Mutual Insurance Company, in the investigation, evaluation and payment of Plaintiff's claims were unreasonable and constitute a breach of contract for which contractual damages are hereby sought.
8. Plaintiff's Shelter Dwelling Insurance Policy covers the Plaintiff's loss and the Defendant, Shelter Mutual Insurance Company, is not following its own policy to pay the benefits due from the policy.
9. The Defendant, Shelter Insurance Companies was unreasonable in its investigation, evaluation and payment of Plaintiffs' claims. Said unreasonable conduct constitutes bad faith for which extra-contractual damages are hereby sought against the Defendant, Shelter Mutual Insurance Company.

WHEREFORE, Plaintiff, Heather Yost, prays for judgment against the Defendant, Shelter Mutual Insurance Company, in an amount in excess of \$75,000, plus interest, costs and for any such other and further relief to which Plaintiffs may be entitled.

Respectfully submitted,

FOSHEE & YAFFE



Jerry W. Foshee, OBA# 3045
Terry McKeever, OBA# 21751
Tylor W. Huddleston, OBA# 31385
P.O. Box 890420
Oklahoma City, OK 73189
Telephone: (405) 632-6668
Facsimile: (405) 632-3036
tylorth@fylaw.com